

RESOLUTION NO. 4855

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WESTMINSTER ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WESTMINSTER AND THE WESTMINSTER MUNICIPAL EMPLOYEES' ASSOCIATION FOR THE PERIOD MARCH 1, 2017 THROUGH AND INCLUDING JUNE 30, 2020

WHEREAS, the City has met its obligation to meet and confer pursuant to the Meyers-Milias-Brown Act (California Government Code Sections 3500-3511) and the City of Westminster Employer-Employee Relations Resolution No. 1131; and

WHEREAS, the City Council approved a Memorandum of Understanding (MOU) on February 11, 2015 between the City and the Westminster Municipal Employees' Association for a contract term of two (2) years, from July 1, 2014 through and including June 30, 2016 ("2014 to 2016 Agreement"); and

WHEREAS, on September 14, 2016, the City Council approved a nine (9) month extension to the Agreement, for the period July 1, 2016 through March 31, 2017; and

WHEREAS, both parties met and conferred over a successor contract agreement between the months of March 2017 and June 2017; and

WHEREAS, both parties reached Agreement for a new 40-month labor contract for the period March 1, 2017 through and including June 30, 2020; and

WHEREAS, the City and the Association have memorialized the agreement into a written Memorandum of Understanding.

THE MAYOR AND CITY COUNCIL OF THE CITY OF WESTMINSTER DO HEREBY RESOLVE AS FOLLOWS:

SECTION 1. MEMORANDUM OF UNDERSTANDING. The Memorandum of Understanding between the Westminster Municipal Employees' Association (WMEA) and the City of Westminster is attached hereto as Attachment A, and by reference made a part hereof.

SECTION 2. ALL RESOLUTIONS IN CONFLICT, ETC. All resolutions of the City of Westminster in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective March 1, 2017.

PASSED, APPROVED AND ADOPTED this 28th day of June 2017 by the following vote:

AYES:	COUNCIL MEMBERS:	TA, DIEP, CONTRERAS, HO, RICE
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE




TRI TA, MAYOR

ATTEST:



for AMANDA JENSEN, CMC
CITY CLERK


APPROVED AS TO FORM:



RICHARD D. JONES, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF WESTMINSTER)

I, AMANDA JENSEN, hereby certify that I am the duly appointed City Clerk of the City of Westminster; that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Westminster held on the 28th day of June 2017.



for Amanda Jensen, CMC, City Clerk

MEMORANDUM OF UNDERSTANDING



WESTMINSTER MUNICIPAL EMPLOYEES' ASSOCIATION (WMEA)

MARCH 1, 2017

THROUGH

JUNE 30, 2020

**WMEA MOU
MARCH 1, 2017 THROUGH JUNE 30, 2020**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WESTMINSTER
AND
THE WESTMINSTER MUNICIPAL EMPLOYEES' ASSOCIATION**

MARCH 1, 2017 THROUGH JUNE 30, 2020

ARTICLE I

CITY RECOGNITION OF ASSOCIATION

The City of Westminster (hereinafter referred to as "City") recognizes the Westminster Municipal Employees' Association (hereinafter referred to as "WMEA" or "Association") as the exclusive bargaining agent for all full time employees in classifications set forth in Exhibit "A" and all newly created classifications designated as represented by the bargaining unit.

The grant of "exclusive" recognition shall not preclude employee self-representation in matters where individual rights, protections, and concerns are involved; provided however, the representation rights of the Association as exclusive representative shall not be compromised thereby.

ARTICLE II

NON-DISCRIMINATION

The City and WMEA agree that there shall be no discrimination against employees within the bargaining unit because of race, color, creed, religion, national origin, sex, marital status, Association membership, age, sexual preference, disability, or any other lawfully protected class.

The terms "they" and "their" may be used in this agreement for the terms "he", "his", "she", "hers", or other terms which would indicate masculine or feminine gender.

ARTICLE III

SALARIES AND COMPENSATION

Section 1. Salary Increases.

The salary schedule attached hereto as Exhibit "A" and by reference made a part hereof shall be adjusted as described in Sections "B" and "D" below:

A. Stipend, Fiscal Year 2016-17

Each employee shall receive a one-time, flat dollar stipend (off salary schedule) equal to \$3,000. It is further understood that this stipend shall not be considered reportable compensation as defined by CCR 571(a) and related California Public Employee Retirement Systems (CalPERS) regulations. The stipend shall be paid to employees on the first available pay period as practicable after WMEA ratification and City Council adoption of this Memorandum of Understanding.

B. Salary Increase, Fiscal Year 2018-19

Each employee shall receive a \$1.00 per hour salary increase effective the first full pay period of Fiscal Year 2018-19. The second salary table shown in Exhibit "A" reflects the monthly salary rates inclusive of this \$1.00 per hour increase for all WMEA positions effective July 1, 2018.

C. Stipend, Fiscal Year 2018-19

Each employee shall receive a one-time, flat dollar stipend (off salary schedule) equal to \$920. The stipend shall be paid to employees in the first full pay period of Fiscal Year 2018-19. It is further understood that this stipend shall not be considered reportable compensation as defined by CCR 571(a) and related California Public Employee Retirement Systems (CalPERS) regulations.

D. Salary Increase, Fiscal Year 2019-20

Each employee shall receive a \$1.00 per hour salary increase effective the first full pay period of Fiscal Year 2019-20. The third salary table shown in Exhibit "A" reflects the monthly salary rates inclusive of this \$1.00 per hour increase for all WMEA positions effective July 1, 2019.

E. Stipend, Fiscal Year 2019-20

Each employee shall receive a one-time, flat dollar stipend (off salary schedule) equal to \$920. The stipend shall be paid to employees in the first full pay period of Fiscal Year 2019-20. It is further understood that this stipend shall not be

considered reportable compensation as defined by CCR 571(a) and related California Public Employee Retirement Systems (CalPERS) regulations.

F. Salary Adjustments pursuant to Classification and Compensation Study Recommendations:

On May 10, 2017, the City Council approved an agreement for an outside vendor to conduct a City-wide Classification and Compensation Study. Further, the City Council has committed to providing compensation adjustments as the result of this Study to ensure each benchmark classification covered herein will be compensated at a level equivalent to the median of the survey market, or compensated in a manner that is aligned internally with one of the benchmark classifications.

Final recommendations from the consultant for the implementation of any proposed compensation adjustments will be subject to City Council approval at that time. Said adjustments will become effective after the City has granted the second contractual \$1.00 per hour across the board salary increase on July 1, 2019.

Section 2. Educational Benefits. Employees covered by this agreement shall be eligible to receive one of the following educational bonus payments for appropriate education or professional qualifications not specifically required for holding the position they occupy.

When a Bachelor's degree or above is required for a position, the individual holding that position will not be eligible for educational benefits. Education benefits shall be paid on overtime. Educational benefits shall be provided in addition to regular base pay and shall not be considered part of base pay for the computation of other benefits, except retirement as required by law.

A. TIER 1

Section 2.A of this Article shall be applicable to employees hired prior to July 28, 2011.

Requirements

Additional Pay

21 college units (15 units must be directly related to job)

5% of base pay

A.A. Degree with a minimum of 24 college units directly related to job.

10% of base pay

Certified Professional Secretary
National Secretaries' Association

10% of base pay

B. TIER 2

Section 2.B of this Article shall be applicable to employees hired on or after July 28, 2011.

Requirements

Additional Pay

A.A. Degree with a minimum of 24 college units directly related to job.

5% of base pay

B.A./B.S. Degree

10% of base pay

The above forms of special compensation, also referred to as "Educational Incentive Pay," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(2).

Section 3A. Longevity Pay. Tier 1. Represented employees hired prior to July 28, 2011 shall be eligible to receive longevity pay at the beginning of the following consecutive years of service:

21 years of service: 2.0% of base salary
22 years of service: 4.0% of base salary
23 years of service: 6.0% of base salary
24 years of service: 8.0% of base salary
25 years of service: 10.0% of base salary

An employee who qualifies shall be eligible for only one of the levels of longevity pay noted above. Longevity pay shall continue to be reported to CalPERS as special compensation and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(1).

Section 3B. Longevity Pay. Tier 2. Represented employees hired on or after July 28, 2011 shall be eligible to receive longevity pay at the completion of the following consecutive years of service:

21 years of service: 2.0% of base salary
22 years of service: 4.0% of base salary
23 years of service: 6.0% of base salary
24 years of service: 8.0% of base salary
25 years of service: 10.0% of base salary

An employee who qualifies shall be eligible for only one of the levels of longevity pay noted above. Longevity pay shall continue to be reported to CalPERS as special

compensation and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(1).

Section 4. Shift Differential. Employees assigned to a shift that begins after 2:30 p.m. and prior to 12:00 a.m. shall receive an additional twenty cents (\$0.20) per hour for each hour worked. This form of special compensation, known as "Shift Differential," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(4).

Section 5. Special Certification Pay. Employees covered by this agreement, who hold the following certifications, shall receive additional percentage pay as shown below, provided that the employee is required to perform services covered by the certification. Employees shall be eligible for one certificate pay only.

- ICBO or ICC Certificates – 5%
- Water Distribution (D) or Water Treatment (T) Certification Grades 2 through 5 from the California Public Health Drinking Water Program:
 - Grade 2 (either D2 or T2) – 7.0%
 - Grade 3 (either D3 or T3) – 8.0%
 - Grade 4 (either D4 or T4) – 9.0%
 - Grade 5 (either D5 or T5) – 10.0%
- Play Ground Safety Inspector – 5%
- Pest Control Advisor License – 5%
- Qualified Applicator Certificate - In order to be eligible for 5% certification pay, employees must pass all three (3) of the following California Department of Pesticide Regulation examinations:
 - QAC - Laws, Regulations and Basic Principles
 - QAC-B Landscape Maintenance
 - QAC-C Right of Way
- ASE – Master Mechanic – 5%
- American Payroll Association (APA) Fundamental Payroll Certification – 2.5%

These amounts are not cumulative; the employee shall receive the percentage only for the highest certification held, not the percentage for all certifications combined.

Section 6. Mileage Reimbursement. Employees required or permitted to use their private automobiles in the discharge of duties shall be paid mileage at the established IRS rate. The IRS periodically updates that rate, so the reimbursement will be calculated on the established rate the date the vehicle is used.

Section 7. Tuition Reimbursement. Represented full-time employees who successfully complete their probationary period may be eligible for education reimbursement for course work taken from any college, university, or accredited institution which increases the employees' value to the City. Reimbursement is limited to a maximum of \$500.00 per fiscal year per employee. This amount shall be increased to \$1,000.00 per fiscal year effective July 1, 2017. Reimbursement shall include tuition, books, registration fees, lab fees, mandatory health fees, parking fees and mandatory material fees. To be eligible, the employee must receive a grade of "C" or higher, and upon completion must verify the grade received. Courses must be approved in advance by the department head and the City Manager on the appropriate application form. In the event the employee resigns or is removed from City service within one (1) year following completion of the approved courses for which City funds have been expended, the amount of tuition reimbursement paid by the City will be repaid to the City by means of payroll deduction from the employee's last paycheck. One pass/fail course may be included in each fiscal year.

Section 8. Bilingual Assignment Pay. Employees may be assigned by their department director to a bilingual assignment up to the number of budgeted assignments. The department director shall determine the number of Bilingual Assignment positions, with City Manager approval, based upon a demonstrated need and frequency of use; up to a maximum of twenty (20) assignments for employees covered by this agreement. Employees receiving Bilingual Assignment compensation shall be required to take and pass a proficiency test and may be retested on an annual basis or as needed as determined by the Human Resources Department. No permanency or seniority may be obtained in a Bilingual Assignment and such assignment may be revoked at any time by the department director or Human Resources Director.

The WMEA and City agree that the removal of a bilingual assignment shall not be considered a disciplinary action and therefore is not subject to the procedures outlined for disciplinary action nor can the action be appealed. Employees performing in a Bilingual Assignment with demonstrated proficiency in the following languages shall receive \$150 per month (\$69.24 per biweekly pay period): Cambodian, Laotian, Chinese, Spanish, Japanese, Thai, Korean, Vietnamese, or American Sign Language.

This form of special compensation, also referred to as "Bilingual Premium," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(4).

ARTICLE IV

WORK SCHEDULE

Those individuals currently on a four day/ten hour per day (4/10) work schedule shall remain on said schedule. Employees covered by this agreement, who are not on a 4/10 schedule, shall remain on a nine day/eighty hours per nine day pay period (9/80) work schedule.

ARTICLE V

OVERTIME/COMPENSATORY TIME/ CALL BACK AND ON-CALL COMPENSATION

Section 1. Overtime. Overtime shall be compensated at the rate of time and one-half for all hours actually worked in excess of forty (40) hours in a seven (7) day work period. The City shall maintain the right to establish the "FLSA workweek" for purposes of determining overtime. Vacation, paid injury, sick leave, floating holiday, and compensatory time off shall not be considered as time worked. Holidays, bereavement leave, and jury duty shall be counted as time worked for overtime purposes.

For emergency call-outs, represented employees shall be compensated at a minimum of two (2) hours pay at the straight time rate, or time and one-half (1½) for actual time worked, whichever is greater.

Section 2. Compensatory Time Off (CTO). Employees covered by this agreement may accumulate up to 120 hours of compensatory time off at the rate earned. An employee should attempt to schedule CTO time off at the convenience of the City; however, a supervisor may not reject a request for CTO time off unless they can establish an undue hardship.

Section 3. On-Call Time. Employees covered by this agreement who are required to be "on call" will receive a minimum payment for equivalent of ten (10) hours at straight time for each week of "on call" time. Employees will not be required to remain at home, but will leave word as to where they may be reached. If an employee is actually called out, each call shall be a minimum of one (1) hour and the employee shall be paid at the rate of time and one-half (1½).

Section 4. Fatigue Time Off. Applicability: This provision is only available to WMEA members in classifications that are required, as part of their normal work duties, to be "on-call" and not to any other members of WMEA.

- A. **Trigger:** A WMEA member will only be able to utilize the "Fatigue Time Off" benefit when the start of their next shift is eight (8) hours or less from the end of their on-call shift.
- B. **Use of Sick Time:** A WMEA member who works a qualifying on-call shift may utilize sick time to make up for the amount of time between their regular work shift start time and the time at which they actually report to duty. Employees are limited to the use of a maximum of eight (8) hours of sick time per "Fatigue Time Off" occurrence.

- C. The intent of this provision is to allow for a proper rest period in the event an "on call" shift event would cause an employee to not have sufficient rest time between the end of the "on call" shift and the start of their regular work shift.

ARTICLE VI

HOLIDAYS

Section 1. Holiday Credit. Commencing the first full pay period as practicable after adoption of the MOU, represented employees shall be eligible for eight and one-half (8½) holidays per year, which shall be credited as earned. Each employee shall receive (9) hours for each full day holiday as recognized by the City. Each employee shall also receive one-half (½) day paid for Christmas Eve. This one-half (½) day is provided as 5 hours of pay for employees working a 4/10 schedule; and 4.5 hours of pay for employees working a 9/80 schedule.

Holiday hours may be used on such holiday or at any time during the calendar year, but only at the convenience of the City. It is understood "calendar year" refers to the City's normal payroll cycle, which allows employees twenty-six (26) pay periods in which to utilize the holiday hours. Any holiday hours remaining unused by the end of each calendar year shall be forfeited.

If an employee terminates his/her employment *prior* to the holiday(s) on which time would have been earned, those credited hours will be reimbursed to the City on his/her final paycheck. If an employee terminates his/her employment *after* the holiday(s) on which time has been earned, the unused hours shall be paid by the City on his/her final paycheck.

In the event an employee is allowed time off in conjunction with a holiday, the employee shall select the appropriate account to be debited which may include holiday, vacation, sick, or Compensatory Time Off (CTO) in order to receive full compensation for actual hours not worked on a holiday.

The recognized holidays of the City are:

- January 1 (New Year's Day)
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Fourth Thursday in November (Thanksgiving Day)
- Fourth Friday in November (Day after Thanksgiving)
- One-half day before Christmas (Christmas Eve)
- December 25 (Christmas Day)

- Every Day appointed by the President or Governor for public fast, Thanksgiving, or holiday and so proclaimed by the Mayor.

When a holiday falls on a Saturday, the Friday before will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed

Section 2. Floating Holiday. The City shall provide each member, after 60 days' continuous employment, two (2) nine (9) hour floating holidays (total of eighteen [18] hours) on January 1 of each year to be taken at the convenience of the City. Floating holiday hours are not eligible for cash payment upon termination or retirement and must be taken within the calendar year granted. It is understood "calendar year" refers to the City's normal payroll cycle, which allows employees twenty-six (26) pay periods in which to utilize the floating holiday hours.

In calendar year 2017, 2018, and 2019 only, the City shall provide an additional nine (9) hours of Floating Holiday accrual, for a total of twenty-seven (27) hours when combined with the eighteen (18) hours noted above. These additional floating holiday hours are subject to the same guidelines for usage as noted above.

Section 3. Holiday Furlough. City offices will be closed between Christmas and New Year's. Employees will be allowed to use banked time (sick leave, vacation, holiday, or CTO) to cover the scheduled hours that City offices are closed. Employees may choose time off without pay. Employees required to work shall take equal time off at some time during the following year. This furlough shall be scheduled within the department so as not to interfere with departmental operations, as approved by the department head.

ARTICLE VII

VACATION

Section 1. Vacation Accrual. Vacation hours shall be earned based on the following schedule:

<u>Years of Service</u>	<u>Vacation Hours</u>
0 to 1	120 hours
1 to 2	128 hours
2 to 3	136 hours
3 to 4	144 hours
4 to 5	152 hours
5 to 20	160 hours
20 to 21	168 hours
21 to 22	176 hours
22 to 23	184 hours
23 to 24	192 hours
24 or more	200 hours

Vacation shall be scheduled within the department so as not to interfere with departmental operations, as approved by the department head.

Section 2. Annual Vacation Cash-out.

- A. Employees shall be permitted to cash out accrued vacation hours a maximum of two (2) times per calendar year so long as a minimum of one hundred and twenty (120) vacation hours are maintained in the employee's leave account at all times.
- B. All vacation hours in excess of 240 hours shall be paid on the second pay period of November. Employees may have the additional option to place this amount in deferred compensation, or held and credited to any appropriate medical cost account for the following year as may be set up under the health benefit program.
- C. The City shall provide an exception for economic hardship. The City's Human Resources Director shall review such requests for vacation cash out. A good faith demonstration that the employee has a financial hardship will be sufficient (i.e., does not require that the hardship be "unforeseen" or "preventable" as 457 withdrawals require).

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave Accrual. Employees covered by this agreement shall accrue sick leave at the rate of eight (8) hours per month, and this time may not be taken off until earned. Sick leave may be used for serious injury to, or illness in, the employee's immediate family, as defined by this MOU.

A. Accumulated sick leave shall be disposed of in any of the following ways at the discretion of the employee. The employee must declare in advance their intended form of disposition to the City. This declaration shall be made in January of each year for the current year only. The forms of disposition shall be:

1. Annual Cash-out - The employee may elect to cash all remaining sick time accumulated as of December 1 at the rate of 50% of total value. Employees who leave the employ of the City, other than by retirement or death, are not paid for their sick time.

2. Roll over - The employee may elect to roll-over the full balance of time for future use as sick time. Subsequent cash outs will be limited only to that amount accumulated during the current year.

3. Cash-out at Retirement – Employees who make application for and retire from City service shall receive cash payment for up to 240 hours of sick leave to be paid at the rate in effect at the time of such retirement, providing the appropriate declaration has been filed with the Human Resources Department. Upon retirement, all accumulated sick time greater than 240 hours will be credited towards PERS retirement credit on an hour for hour basis.

B. In the event of death of the employee, the designated beneficiary on file in the Human Resources Department shall be paid in cash for sick leave at the rate of 50% of total value.

C. Payment of sick leave upon layoff. Represented employees whose employment is terminated due to layoff shall be paid in cash for all accumulated sick leave on the books at the time of layoff, at full cash value.

Section 2. Bereavement Leave. In the event of a death to a spouse or child (to include foster and/or step-child), the employee shall be granted eighty (80) hours of leave with pay depending on the employee's schedule, with such time not to be charged against the employee's leave account.

In the event of death of the following specified family members - parent, grandparent, great grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or such relative of spouse – the employee shall be granted necessary time off up to thirty (30) hours with pay, not to be charged against the employee's sick account, to attend the funeral or memorial services, or to assist with related family matters. If it is necessary for an employee to travel outside the immediate area due to a death in the immediate family, upon approval of the Human Resources Director, leave may be extended to forty (40) hours to attend the funeral or memorial services or to attend to related family matters. "Immediate area" as used above means within five hundred (500) miles of the City of Westminster, as measured from City Hall (8200 Westminster Boulevard).

Section 3. Job-Connected Illness or Injury. Employees shall be entitled to a temporary disability at a maximum of six (6) months paid leave for job connected illness or injury, unless disability becomes permanent and stationary prior to expiration of six (6) months, such time not to be charged against sick leave or vacation. If disability exceeds six (6) months, employee may elect to receive only Workers' Compensation benefits or may have sick leave or vacation charged for the difference between Workers' Compensation and his regular salary, and receive a full paycheck, not to exceed the maximum disability period allowed under Workers' Compensation Law.

The City will, in consultation with WMEA, establish a light duty program for employees on temporary disability. Employees may be required to perform any duties appropriate to their medical condition as determined by the City doctor, subject to established medical arbitration proceedings. Light duty shall be limited to eight (8) months per injury. If after eight (8) months of light duty the employee cannot perform all the functions of his/her position, the City will hold "reasonable accommodations" meetings with the employee as required by ADA/FEHA.

Section 4. Leaves of Absence.

A. **Family and Medical Care Leave** - Employees are entitled to all rights available under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The following shall clarify the City's administration of Family and Medical Care Leave:

Declaration of Family and Medical Care Leave – In addition to qualifying employee requests for Family and Medical Care Leave, the City retains the right to declare an employee out on Family and Medical Care Leave for employee absences which are FMLA/CFRA-eligible. In such cases, the City shall count the duration of such leave against the employee's 12-week leave entitlement.

Calculation of 12 Months for Purposes of Eligibility: Eligible employees are generally entitled to up to 12 weeks of Family and Medical Care Leave for qualifying purposes in a 12-month period (additional time may be available for qualifying employees under Military Family Leave regulations). The City shall compute the 12-month period using a "rolling" 12-month period, measured

backward from the date leave is used. Under this method, each time an employee takes a Family and Medical Care Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Use of Leave – “Bonding” Leave: An employee shall use Vacation Leave in connection with “bonding” leave, as defined under the FMLA and CFRA. If an employee has exhausted his/her accumulated Vacation Leave, an employee may use accumulated Sick Leave for “bonding” leave. An employee may also, at his/her discretion, use Compensatory Time Off for “bonding” leave.

Sick Leave may be used during “bonding” leave if such leave is also taken in connection with a personal or family illness. The City may require medical certification for use of Sick Leave during “bonding” leave. For “bonding” leave taken due to the birth of an employee’s child, an employee shall be allowed to use Sick Leave for up to four (4) weeks. Use of Sick Leave of longer than four (4) weeks for “bonding” due to the birth of an employee’s child shall require medical certification of personal or family illness.

Use of Leave – Personal/Family Illness: An employee shall use Sick Leave for leave in connection with a personal or family illness. If an employee has exhausted his/her accumulated Sick Leave, an employee may use accumulated Vacation Leave. An employee may, at his/her discretion, use Compensatory Time Off for leave in connection with a personal or family illness.

Intermittent Leave: An employee is not required to take Family and Medical Care Leave in one continuous block of time. Generally, leave may be taken intermittently or on a reduced leave schedule only when medically necessary or due to a “qualifying exigency” under Military Family Leave regulations. Employees must make reasonable efforts to schedule leave so as not to unduly disrupt the City’s operations.

The minimum duration of “bonding” leave shall be two weeks, but the City shall permit an eligible employee to take “bonding” leave of at least one day, but less than two weeks, on two occasions.

B. Military Leave - Employees are entitled to all rights available under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code. In addition, the City has extended additional benefits to employees called to active duty by Council adopted Resolution.

C. Catastrophic Leave Donations - Since catastrophic illness or injury can cause employees a financial hardship, an employee may apply for Catastrophic Leave donations from fellow City employees. This will allow the employee facing financial hardship to remain on payroll through the use of Sick Leave hours.

Requests for Catastrophic Leave donations shall be made through and from the Association President.

In order to be eligible for Catastrophic Leave donations, an employee must have exhausted all accumulated leave balances and must be expected to be absent from the workplace due to personal illness or injury, or due to the illness or injury of an immediate family member which requires the care of the employee.

Donations shall be limited to whole hour increments of Vacation, Comp Time, and Sick Leave (Sick Leave shall be donated at 50% value). The donating employee shall have his/her leave hours deducted accordingly and the recipient shall have donated hours credited to his/her Sick Leave account. Donated hours shall be converted to Sick Leave hours for the recipient as follows:

1. Donated hours multiplied by donating employee's hourly rate (base pay, longevity pay, and education pay included);
2. This amount divided by the recipient's hourly rate (base pay, longevity pay, and education pay included);
3. Result is the number of hours the recipient will have credited to their Sick Leave account.

In the event that an eligible employee receives donations of leave in excess of that which is required, unused hours shall be deposited into a Catastrophic Leave Bank for future use by eligible WMEA employees. Unused hours shall be multiplied by the primary recipient's hourly rate to determine a total monetary amount available for future Catastrophic Leave Donation requests. The total amount available shall be divided by a future recipient's hourly rate to determine how many hours are available for that recipient.

D. Employees may request other forms of leaves of absence pursuant to provisions outlined in the Personnel Policy Manual.

E. Any employee who engages in outside employment during any leave of absence without prior notification and approval of the City Manager and department head shall be subject to termination. Any employee who falsified the reason for the request of said leave of absence may be terminated for falsifying a request for leave of absence or extension thereof.

ARTICLE IX

HEALTH AND OTHER INSURANCE BENEFITS

Section 1. Health Benefit Program.

- A. The City shall maintain a comprehensive health benefit program consisting of the following programs: Medical coverage; Dental care; Vision care; and Life insurance. The City's health benefit program may be increased in scope at any time; however, the benefit program may not be decreased without providing an equivalent program, after consultation with the WMEA.
- B. The City has implemented a full flex cafeteria plan. Active employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage under the plan:

Effective Date	Single Coverage, 2-Party Coverage, or Opt Out	Family Coverage*
March 1, 2017	\$1,400 per month	\$1,500 per month
July 1, 2018	\$1,500 per month	\$1,600 per month
July 1, 2019	\$1,600 per month	\$1,700 per month

** These amounts are provided only to employees who participate in the CalPERS health insurance program and are enrolled in the Family level of coverage.*

A portion of the flex dollar allowance is identified as the City's mandatory contribution towards CalPERS Health under the Public Employees' Medical and Hospital Care Act (PEMHCA), hereinafter referred to as the "PEMHCA minimum contribution." The PEMHCA minimum contribution shall be adjusted annually by an amount determined by CalPERS (\$128.00 per month in calendar year 2017). Remaining flex dollars shall be used by employees to participate in the City's health benefits plans.

Unused flex dollar allowances, after the employee has elected the coverage under the Cafeteria plan they desire, can be taken by the employee as cash (taxable income); or deposited into the following tax deferred options: (1) employee's Health Care spending account (Sec. 125 plan); (2) Dependent Care Spending account; (3) 457 Deferred Compensation plan; or (4) used to purchase voluntary products. Employees who do not use the full monthly maximum benefit amount shall be paid the unused amount on the first payday of the month.

- C. City life insurance coverage shall provide for \$35,000 death benefit and \$35,000 accidental death or dismemberment rider. Dependent life insurance coverage shall provide for \$1,500, and \$1,500 accidental death or dismemberment.

- D. Employees may designate only that portion of sick leave remaining unused from the total hours earned during the previous twelve (12) month period from July 1 through June 30 to be applied toward the health benefit program.
- E. The full flex cafeteria dollar amounts listed above shall apply to active employees only. As described more fully below, the retiree Health Benefits Program amount is capped at \$936.60 per month.

Section 2. Continuation of Medical Insurance upon Retirement.

A. TIER 3

Eligibility for City contribution to the retiree Health Benefits Program for employees hired on or after January 1, 2011, shall be based on the following schedule:

1. Employees retiring from the City with less than fifteen (15) consecutive years of service with the City of Westminster shall be eligible for a City contribution to the Retiree Health Plan equal to the PEMHCA minimum contribution to CalPERS Health (e.g., \$128.00 effective January 2017).
2. Employees retiring from the City with more than fifteen (15) years of consecutive service with the City of Westminster shall be eligible for a City contribution to medical coverage equal to \$400 per month.
3. The City contribution to medical coverage shall continue to a surviving spouse of a deceased retiree only until the surviving spouse becomes Medicare eligible, at which time the City contribution shall be discontinued.
4. Employees shall not be eligible for any City contribution toward continuation of ancillary benefits (e.g., dental, vision, life insurance). Employees shall not be eligible for continuation in the City's group policy for these benefits except as required by COBRA regulations.

B. TIER 2

Eligibility for City contribution to the retiree Health Benefits Program for employees hired after June 22, 2005, and on or before December 31, 2010, shall be based on the following schedule:

1. Employees retiring from the City with less than five (5) consecutive years of service with the City of Westminster shall be eligible for a City contribution to the Retiree Health Plan equal to the minimum CalPERS required contribution to the Health Plan (e.g., \$128.00 effective January 2017).

2. Employees retiring from the City with more than five (5) years of consecutive service through ten (10) years of consecutive service with the City of Westminster shall be eligible for 25% of the capped benefit dollar amount of \$936.60 per month (e.g., $\$936.60 \times 25\% = \234.15 per month)

3. Employees retiring from the City with more than ten (10) years of consecutive service through (fifteen) 15 years of consecutive service with the City of Westminster shall be eligible for 50% of the capped benefit dollar amount of \$936.60 per month (e.g., $\$936.60 \times 50\% = \468.30 per month)

4. Employees retiring from the City with more than fifteen (15) years of consecutive service with the City of Westminster shall be eligible for 100% of the capped benefit dollar amount of \$936.60 per month.

5. Retirees will continue to receive vision coverage of \$200.00 per person bi-annually and a contribution to dental insurance benefits not to exceed \$20.00 per month. Retirees shall still be eligible for the City's group life insurance up to \$35,000 (dependent upon age), but will no longer receive the City contribution to the life insurance. The retiree may continue the life coverage by paying the premium, as long as it is permissible under the Plan document issued by the insurer.

C. TIER 1

1. Represented employees hired on or prior to June 22, 2005, who retire from City service shall be eligible, after retirement, for continuation of medical insurance at an amount not to exceed \$936.60 per month.

2. Retirees will continue to receive vision coverage of \$200.00 per person bi-annually, life insurance to \$35,000 (dependent upon age) with a City contribution to the premium not to exceed \$19.10 per month and a contribution to dental insurance benefits not to exceed \$20.00 per month.

D. In order to implement the tiered benefit contained in this Section, effective January 1, 2008 the City's contribution towards coverage under PEMHCA shall be the minimum contribution amount that is established by CalPERS on an annual basis. Commencing January 1, 2009, the PEMHCA minimum contribution shall be adjusted annually by an amount to be determined by CalPERS. The PEMHCA minimum contribution is \$128.00 per month for calendar year 2017. Under California Government Code Section 22892 (b) (1), the City is required to pay an equal amount towards the cost of medical coverage under PEMHCA for both active and retirees. The retiree shall have any additional premium required deducted from their retirement check. City contributions required under this section shall be made directly by the City to eligible retirees on or about the 1st of each month. Retirees may receive these contributions either by check or direct deposit.

Section 3. Long Term Disability (LTD) Plan. The City shall provide Long Term Disability (LTD) Insurance benefits for all employees covered by this agreement. The benefit shall equal two-thirds (66.67%) of the employee's basic earnings, reduced by any deductible benefits received from other sources. No benefits shall be payable for the first 90 calendar days of each period of disability. After LTD benefits commence, the employee may use any remaining paid leave to supplement such benefits during the term of disability leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period. All remaining sick leave must be used before vacation or other accumulated leave can be used for this purpose.

ARTICLE X

RETIREMENT

Section 1. Miscellaneous Tier 1 - PERS 2.5% @ Age 55 Formula shall be applicable to miscellaneous employees hired prior to July 28, 2011.

- A. Employee Contribution.** The member (employee) contribution rate for Non-Safety (Miscellaneous) employees is established by State Legislation and is currently set at 8.0% of "pensionable compensation." Employees shall contribute PERS payments in an amount of 8.0% of "pensionable compensation" as their full PERS member contribution. These contributions shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections.
- B. Final Compensation.** Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest twelve (12) consecutive months of employment to establish final compensation.

Section 2. Miscellaneous Tier 2 - PERS 2.0% @ Age 60 Formula shall be applicable to miscellaneous employees hired on or after July 28, 2011 but prior to January 1, 2013, as well as new hires from other agencies who are current members of CalPERS or a reciprocal retirement system.

- A. Employee Contribution.** The member (employee) contribution rate for Non-Safety (Miscellaneous) employees is established by State Legislation and is currently set at 7.0% of "pensionable compensation." Employees shall contribute PERS payments in an amount of 7.0% of "pensionable compensation" as their full PERS member contribution. These contributions shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections.
- B. Final Compensation.** Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest thirty-six (36) consecutive months of employment to establish final compensation.

Section 3. Miscellaneous Tier 3 - PERS 2.0% @ Age 62 Formula shall be applicable to new employees/members hired on or after January 1, 2013 as defined by the Public Employee Pension Reform Act of 2013 (PEPRA).

- A. Employee Contribution.** Employees shall be responsible for contributing one-half of the normal cost for this pension program. Employees shall therefore contribute PERS payments in an amount of 6.75% of "pensionable compensation" as their full PERS member contribution. This contribution shall

be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections. In no event shall the City pay any of the required employee contribution, as prescribed by PEPPRA and outlined in Government Code Section 20516 et al.

- B. **Final Compensation.** Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest thirty-six (36) consecutive months of employment to establish final compensation.

Section 4. Termination of PERS Membership.

A. **Disability Retirement.** An employee becoming disabled to the extent that he is incapable of performing his duties shall be eligible for disability retirement provided he has at least five (5) years of service. The monthly retirement allowance is 1.80 percent of final compensation for each year of service, with a minimum guarantee of one-third of final compensation for most employees who have at least ten (10) years of service. The disability retirement allowance shall under no circumstances exceed the service retirement allowance payable upon retirement for service at age 60 if employment could be continued to that age.

B. **Death Before Retirement:**

1. **Basic Death Benefit.** This benefit is a refund of the member's accumulated contributions to the retirement fund plus interest, plus six months' salary, provided he has been a member of the Retirement System for six (6) years or more. For those who die before completing six (6) years of membership, the benefit is one month's salary for each year of membership, plus refund of contributions and interest. The salary referred to is that earned during the year preceding death. Prior service does not count toward this benefit.
2. **1959 Survivor Benefit.** A monthly allowance shall be paid to certain survivors of a member who dies before retirement. The City provides the Fourth Level 1959 Survivor Benefit. The employee will continue to pay the required \$2.00 per month.

C. **Death After Retirement.** The death benefit is \$500 if death occurs after retirement. This amount will be in addition to any payments which might be made upon an optional retirement benefit chosen by the member at his retirement.

D. **Termination of Employment.** Upon termination of employment, an employee with five (5) or more years of service may either leave his contributions with the Retirement System and receive, upon attaining retirement age, the retirement benefit he has earned, or he may withdraw his contributions (plus interest), thus terminating his membership in the System and receiving no retirement benefit. Except: (1) a member

with less than five (5) years of service shall not have the privilege of leaving his contributions with the System, but shall automatically have his contributions, plus interest, refunded upon termination of employment; and (2) a member who is transferring to employment with another agency which is covered under the System shall not have the right of withdrawing his accumulated contributions, but the contributions will be transferred with the member.

ARTICLE XI

APPOINTMENTS AND OTHER PERSONNEL ACTIONS

Section 1. Promotions. A promotion shall establish a new anniversary date. When promoted, the employee shall receive the lower of the following: Step to step increase on the new salary range, OR the step of the new salary range which provides at least a 5% increase.

When a vacancy occurs, the City shall post the opening on the City's internet-based employment application system for five (5) working days. Jobs shall not be filled until posting is complete.

Changes made in minimum qualifications shall not go into effect for current employees for three (3) months after such changes are made. If an employee does not meet the minimum qualifications for a promotion by the time of closing of the promotional posting, then the employee shall not be eligible for the promotion. Failure by the employee to submit sufficient evidence of meeting the minimum qualifications to the Human Resources Department prior to the posted closing date as set forth on the posted notice makes an employee ineligible for further consideration for the promotional opening.

Section 2. Temporary Appointments. Temporary appointments may be made in accordance with the Personnel Policy Manual, and shall not exceed six (6) months.

Section 3. Working Out of Class. When an employee performs work out of classification for 40 consecutive hours or more, inclusive of holidays, increased compensation shall be effective from the first day of the assignment as approved by the department head and/or the City Manager. Working out of class provisions shall be made for positions vacated due to illness, injury on duty, vacations, terminations, resignations, layoff, or an approved leave of absence. An employee shall receive working out of class pay at the "A" step of the higher class, but shall receive not less than five percent (5%) above the employee's regular salary, unless acting in a position only one schedule higher and also paid at the "E" step, for work performed within the scope and responsibilities of the higher classification, and for each day or hours thereafter an employee works out of class. The department head shall notify the Human Resources Director of such assignment. Working out of class pay is not considered pension-reportable compensation for PEPRAs members.

The City will not assign various employees to the vacant position to thwart the intent of this Section.

Section 4. Reallocation and Y-Rating. All employees in classifications reallocated to a higher salary range shall be paid at the same step in the higher range, unless the City and the Association have reached agreement regarding implementation of a specific range adjustment. Employees who are reclassified to a classification with a higher salary range shall be considered promoted and their step shall be established according to

Section 1. Promotions as outlined above. Employees in positions reallocated to a lower range, or reclassified to a position at a lower range, or reclassified to a position at a lower schedule, or demoted for other than disciplinary reasons, shall not receive a reduction in pay, and instead shall be Y-rated (this does not apply to voluntary demotions). Such Y-rated employees shall not receive across the board increases, or if appropriate, shall not receive part of an across the board increase, until the employee's rate of pay reaches the new pay range; such employee, however, shall continue to receive step increases, where appropriate, until the employee reaches top step. Y-rated is defined as a rate paid to an employee that is above the current maximum salary established for the classification.

Section 5. Layoff Procedures.

A. Definition. Termination of employment or separation from a position because of economy, lack of funds, or lack of work.

B. Conditions For Layoff. A department head, with the approval of the City Manager, may lay off an employee in the Classified Service because of material change in duties and organization or shortage of work or funds. No permanent employee shall be laid off until all part time, temporary, and probationary employees in the Classified Service holding positions with related job duties are laid off with the exception of promotional probationary employees.

C. Procedures for Layoff. Thirty (30) working days prior to the effective date of a layoff, the department head shall furnish written notice to the City Manager of the anticipated action, stating the reasons therefore. A copy of such notice shall be given to the employee affected. The order of layoff shall be based upon seniority and/or competency.

When employee layoffs are made necessary, the following procedures shall be followed regarding employees in the same class or similar work categories:

When seniority is equal, (i.e., date of hire or total time served) the less competent employee, as deemed by annual evaluations, shall be laid off.

D. Rights of Employees Affected by Layoffs:

1. Each employee subject to layoff shall be provided with 30 days' written notice and shall be allowed reasonable administrative leave as may be required to seek employment. Permanent employees who are laid off shall be entitled to reemployment for a two-year period, and probationary employees who are laid off shall be entitled to reemployment for a one-year period.

2. Laid off employees who are re-employed shall not be allowed to count seniority during the time not employed by the City.

3. An employee who is laid off, who has greater seniority than an employee not laid off in the same class or work category, shall have the right of appeal as provided in this section.

4. For bumping purposes only, when an employee is laid off, who has greater seniority than an employee in a lesser position shall have the right to displace the employee with less seniority in the lesser or equal position, unless there is a question of competency or work comparability. If the displacement request is rejected, the laid off employee shall have the right to appeal as provided in this section.

5. No full time, part time, temporary, or provisional employee shall be hired into the classification until all employees on layoff from the classification have been given the opportunity to return to work. Such employees shall be rehired or reinstated in reverse order of their layoff or demotion in order of seniority.

E. Effect of Layoff on Benefits. Laid off employees shall be paid for accumulated compensatory time off, as indicated in the personnel records in accordance with policies regarding overtime and compensatory time off. Laid off employees shall not continue to receive benefits.

F. Layoff Appeal Procedure. Appeals, as provided for in this section, shall be filed within five (5) working days of the receipt of formal notice of layoff, and a hearing before the City Manager shall be held and completed within ten (10) working days after the appeal is filed. A direct appeal of the administrative decision to the City Council may be filed within five (5) working days after the administrative decision and a hearing before the City Council shall be held and completed within ten (10) working days thereafter, and the decision of the City Council shall be final.

The appeals provided for may be heard only on the basis of relative competency or work comparability and are distinct and different from appeals provided for in disciplinary actions.

ARTICLE XII

CITY RIGHTS AND RESPONSIBILITIES

Section 1. Management Rights. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts that form the basis of the Management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. Methods of financing.
- F. Types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for

proper cause.

M. To determine job classifications and to reclassify employees.

N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

O. To determine policies, procedures, and standards for selection, training, and promotion of employees.

P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

Q. To maintain order and efficiency in its facilities and operations.

R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.

S. To take any and all necessary action to carry out the mission of the Agency in emergencies.

Section 2. Exercise of Management Rights. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions and Administrative Code which are incorporated in this Agreement. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XIII

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Employee Safety. The City shall provide a safe and healthy work environment. No employee shall be required to work under conditions dangerous to the employee's health and safety. The City shall make reasonable efforts to provide and maintain a safe place of employment. The Association shall urge all employees to perform their work in a safe manner and to report any unsafe practices, conditions, or equipment to their immediate supervisor. The City shall maintain a "Log and Summary of Occupational Injuries and Illnesses" in the Human Resources Department. This log shall be made available to the Association upon request.

Section 2. Contracting Out. In the event the City desires to contract out a portion of the work done by represented employees of the Westminster Municipal Employees' Association, the representative of the City and the Association will meet and confer in regard to the impact of contracting out as required by MMB.

Section 3. Release Time. Association Representatives shall be allowed a reasonable amount of paid release time in order to investigate grievances, safety issues, and other issues in compliance with this Memorandum of Understanding.

An employee may request the right to representation in any meeting that they have a reasonable belief may result in discipline. The Association will make available a list of stewards adequate to insure no delays in such meetings.

Section 4. Use of Facilities. The Association shall be allowed the use of City facilities to hold monthly meetings. Represented employees who are working shall be allowed to attend said meetings upon approval from the Department Head and at the convenience of the City.

Section 5. Inspection of Personnel Files. An employee shall have the right to inspect their personnel file at any reasonable time during normal business hours. The employee may be accompanied by a representative of the Association or may have their Association representative inspect the contents of their file in the employee's absence by authorizing, in writing, a designated representative to make such an inspection. Unauthorized inspections are prohibited without a written release signed by the employee.

A personnel file shall be maintained by the Human Resources Director for each employee. Said file shall be considered the personnel file and subject to all provisions of this Article.

An employee's supervisor may maintain and control a file or files for each employee he/she supervises at his/her discretion. Any file maintained by a supervisor shall not be considered the personnel file and shall not be subject to the provisions of this Article.

Adverse statements of any kind shall not be included in the employee's personnel file, unless discussed with and a copy provided to the employee prior to inclusion. An employee shall have the right to respond in writing to any information contained in the file and that document will be attached to the written statement.

The City shall make a reasonable effort to maintain a system of fair and timely performance evaluations.

Section 6. No Strike Provision.

A. The WMEA, its officers, agents, representatives, and/or members agree on behalf of themselves and the employees in the bargaining unit that, during the term of this contract, they will not cause or condone any strike, walkout, work stoppage, job action, slow-down, sick out, or refusal faithfully to perform assigned duties and responsibilities, withholding of services, or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities.

B. Any employee who participates in any of the conduct prohibited above shall be subject to discipline up to and including termination by the City.

In the event of such activities, the WMEA shall immediately instruct any persons engaging in such conduct that they are violating this Agreement and that they are engaging in unlawful conduct and to resume full and faithful performance of their job duties.

Section 7. Uniforms/Safety Boots. Represented employees required to wear a distinctive uniform, and field inspectors will be furnished nine (9) and eleven (11) uniforms respectively through a uniform rental service.

Represented employees, including field inspectors and survey engineers, required to wear safety boots, shall be entitled to one or more pairs of boots with a maximum total reimbursement of \$220.00 per year. Employees have the option to apply this money towards the repair of boots or purchase of a second pair. Employees who resign or are terminated for cause from City service within sixty (60) days after receiving reimbursement for boots shall have the amount of reimbursement deducted from their final paycheck.

Section 8. Agency Shop Agreement - Legislative Authority. The parties mutually understand and agree that under the Meyers Milius Brown Act (Government Code Section 3500 et seq.) all employees who are in classifications represented by the Westminster Municipal Employees' Association have the right to join or not join the Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such

service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues, and general assessments of the Association. Employee shall be defined as full time.

A. Election and exclusions of classifications from voting. An election was held and individuals in certain classifications were excluded from voting in the election. The Association had agreed that individuals who were in positions within those classifications at the time of the election would not be subject to the agency shop provisions contained in this agreement; but would be able to join the Association voluntarily and pay dues at their option. The parties agree that any person who did not volunteer to pay the dues will continue to be grandfathered; but any new person hired in the position will be subject to the Agency Shop provisions.

In 2003, Section 3502.5 of the California Government Code was amended to eliminate the statutory exemption of supervisors from agency shop provisions. Effective the pay period beginning July 30, 2011, all represented employees shall be subject to the agency shop provisions of this MOU, including the payment of Association Dues/Service Fees. The City has agreed to assist the WMEA in the collection of Association Dues/Service Fees, but shall have no liability in the event of any dispute between a represented employee and the Association. In the event of such a dispute, the City shall be indemnified pursuant to Section 8.E of this Article.

B. Association Dues/Service Fees.

1. Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.
2. The Human Resources Department shall provide all new hires with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or provide proof of membership in a religious organization which holds historic opposition to membership in a labor organization. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee, or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to the Human Resources Department.
3. If the form is not completed properly or returned within 14 calendar days, the City shall commence and continue a monthly payroll deduction of service fees from the first regular biweekly paychecks of such employee each month.

4. As to non-members objecting to the Association spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency fee charged shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions, and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, and litigation.

5. The Association shall comply with applicable law regarding disclosure and allocation of its expenses, notice to providers of their right to object, provision for agency fee payers to challenge the Association's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

6. The Association shall make available, at its expense, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Association and the objecting provider(s). A copy of such procedure shall be made available upon request by the Association to non-members and the City.

7. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.

8. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. If the employee is working a reduced schedule and is not earning their full salary, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

C. Religious Exemption.

1. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall upon presentation of active membership in such religion, body, or sect, not be required to join or

financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three (3) of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association [Govt. Code Section 3502.5(c)].

2. Declarations of, or applications for, religious exemption and any other supporting documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The Association shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be made by regular payroll deductions only.

D. Rescission. The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

1. A request for such a vote is supported by a petition containing the signatures at least thirty per cent (30%) of the employees in the unit;

2. The vote is by secret ballot;

3. The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one rescission vote taken during that term. Notwithstanding the above, the City and the Association may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement [Govt. Code Section 3502.5(d)].

4. If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current memorandum of understanding.

E. Indemnification. The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation including

claims relating to the Association's use of monies collected under these provisions [Govt. Code Section 3502.5(b)]. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator, or court fees related thereto.

ARTICLE XIV

GRIEVANCE PROCEDURE

A grievance is a claim by an employee or their representative of a misinterpretation or misapplication of, or non-compliance with, the terms of this Agreement, City Personnel Rules, and Regulations by personnel of the City (exclusive of the personal actions of members of the representative unit).

Consistent with case law, the City will not retaliate against an employee for utilizing the grievance procedure.

In a hearing or meeting with the supervisor, department head, or City Manager called to resolve a grievance, a maximum of three (3) employees or Westminster Municipal Employees' Association representatives may be excused from work. Employees shall receive full pay while attending a grievance hearing during regular working hours.

STEP ONE – INFORMAL PROCESS - Prior to filing a written grievance petition, the employee shall first endeavor to resolve the matter informally with their supervisor and/or any other person that may be able to resolve the grievance.

STEP TWO – WRITTEN GRIEVANCE DEPARTMENT HEAD - Any claim of grievance not informally resolved shall be filed with the appropriate City Department Head within fifteen (15) full business days after knowledge the alleged violation occurred. The grievant and their representative shall submit a written, signed petition to the appropriate department head of the City, requesting investigation and hearing of the grievance. The department head shall schedule a meeting within fifteen (15) full business days after receipt of the petition and shall respond, in writing, within ten (10) full business days after the meeting of the grievant and his/her representative.

STEP THREE – CITY MANAGER REVIEW - If the grievance is not resolved in step two, the grievant/representative shall file the written grievance with the City Manager within seven (7) full business days from the date the response was received. Within ten (10) full business days of the receipt of the written grievance, the City Manager shall meet with the grievant and their representative(s) to discuss the matter, and shall respond in writing, to the grievant and representative(s) within seven (7) full business days from the date of the meeting.

STEP FOUR – APPEAL TO THE PERSONNEL BOARD OR A HEARING OFFICER - Any employee dissatisfied with the decision of the City Manager, except for disciplinary action of less than two (2) working days without pay, may request the Personnel Board to review all matters related to the decision by using the following procedure. Appeals from major disciplinary action shall be made in accordance with the section below entitled "Appeals of Major Discipline".

A. The aggrieved or dissatisfied employee shall request in writing, through the City Manager within five (5) working days after final action is taken and written notice has been given to the employee by the City Manager, that the matter be reviewed by the Personnel Board.

B. The City Manager, upon receiving a request that the matter be reviewed by the Personnel Board, shall immediately give a copy of the request to the Human Resources Director. The Human Resources Director shall forward and immediately set a date for hearing by the Board to be held not sooner than ten (10) working days from the receipt of such request and not later than fifteen (15) working days from the time the Human Resources Director receives the request for hearing.

C. Before submission of the appeal to the Personnel Board, the City Manager shall prepare a complete report to include the original charges or grievance, the department head's reasons for and explanation of the charges, and the results of the City Manager's investigation and final action.

D. The City Manager shall notify in writing the person or persons requesting Personnel Board review and other interested parties, as necessary. The notice shall contain the date, time, and place where the appeal will be heard.

E. The Personnel Board shall meet to consider the appeal and may continue the hearing from time to time. However, if the Board has not concluded the hearing within fifteen (15) working days from the first day of the hearing, the Board shall meet daily until the hearing is concluded and the matter taken under deliberation in order to render findings of fact and a recommendation. The Personnel Board shall conduct all hearings according to the provisions of Municipal Code 2.68.070.

F. The Personnel Board shall submit its written findings and recommendations to the City Manager and the City Council within ten (10) working days after the close of the hearing. Said findings and recommendations shall also be delivered to the employee, the employee's representative, and the Association President.

G. Unless incapacitated, all parties notified shall appear to answer any and all questions which may be directed to them.

H. The Personnel Board shall, upon the request of the employees charged, order that all proceedings conducted hereunder be closed to the public and eject all persons, except the person charged or alleged to be aggrieved, the employee's attorney or person representing the official from whose action the appeal is being taken, and any other affected parties. The Human Resources Director and City Attorney shall be present at all such proceedings, unless otherwise provided.

I. Any decision of the Personnel Board shall be advisory and shall be considered a recommendation to the City Council.

J. The City Council shall consider the recommendation at the first regular Council meeting following receipt of the written findings.

K. Time limits may be extended by mutual agreement.

Appeals of Major Discipline

Should a permanent employee wish to appeal the decision of the City Manager in a case involving major discipline (defined as termination, suspension greater than five (5) days, or a demotion equivalent to more than five (5) days of pay), the matter shall be submitted to an independent arbitrator mutually selected by the parties who shall hear and consider the matter in accordance with the City's adopted rules and regulations.

The request must be filed, in writing, to the City Manager within five (5) working days after final action is taken and written notice has been given to the employee. The Hearing Officer shall be selected from a list of seven (7) arbitrators provided by AAA who are members of the National Academy of Arbitrators or through a list of Hearing Officers from the State Mediation and Conciliation Service. If the parties cannot agree on selection of a Hearing Officer, then the parties will alternately strike names until one name remains. Any decision of the Hearing Officer shall be advisory only, subject only to review pursuant to CCP §1094.5.

The City shall bear the costs associated with arbitration. These costs shall be limited to the cost of the arbitrator and court reporting services.

ARTICLE XV

SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOU's and memorandums of agreement or memorandums of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.

ARTICLE XVI

WAIVER OF BARGAINING DURING THE TERM OF THIS MEMORANDUM OF UNDERSTANDING

Section 1. For the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by the MOU or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

Section 2. For the term of this MOU, the City and WMEA agree that negotiations may be reopened to implement policy revisions which may require meet and confer (e.g., revision to the City's Personnel Policy Manual).

ARTICLE XVII

SEPARABILITY PROVISION

In the event that any provision of the Memorandum of Understanding is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, there being the expressed understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect for the duration of this agreement.

ARTICLE XVIII

TERM OF THE MEMORANDUM OF UNDERSTANDING

This Agreement, its terms, and conditions shall become effective the date ratified by the City Council, unless specifically stated elsewhere in the MOU, and shall continue in full force and effect from March 1, 2017 through June 30, 2020.

ARTICLE XIX

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those unit employees voting who are in a classification represented by the Association set forth in this Agreement and adopted in the form of a Resolution by the City Council.

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions, and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.

Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association and entered into this 28th day of June 2017.

CITY OF WESTMINSTER

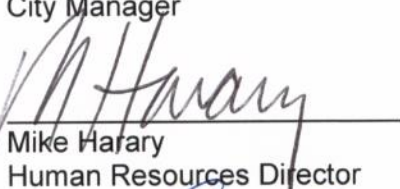
BY:



Tri Ta
Mayor



Eddie Manfro
City Manager



Mike Harary
Human Resources Director



Lisa LeVell
Human Resources Assistant



Robert Swain
Human Resources Assistant

WMEA REPRESENTATIVES




Jaime Rosas, WMEA President
Code Enforcement Officer
Dan Napier, WMEA Vice President
Mechanic
Jorge Perez, WMEA Secretary
Code Enforcement Officer
Kip Ramsey, WMEA Board Member
Water Technician II

EXHIBIT "A"

CITY OF WESTMINSTER SALARY SCHEDULE FOR WMEA FULL-TIME CLASSIFICATIONS Approved by City Council on February 11, 2015

Classification	Unit	Grade	Range	Step A Monthly	Step B Monthly	Step C Monthly	Step D Monthly	Step E Monthly	Step F Monthly	Step G Monthly
Account Clerk	WMEA	G18	14	\$ 3,177	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055	\$ 4,258
Accounting Technician	WMEA	G26	19	\$ 3,595	\$ 3,775	\$ 3,964	\$ 4,162	\$ 4,370	\$ 4,588	\$ 4,817
Administrative Assistant I	WMEA	G26C	14	\$ 3,177	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055	\$ 4,258
Building Maintenance/Repair Supervisor	WMEA	G36C	26	\$ 4,273	\$ 4,487	\$ 4,711	\$ 4,947	\$ 5,194	\$ 5,454	\$ 5,727
Building Maintenance/Repair Worker	WMEA	G19	14	\$ 3,177	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055	\$ 4,258
Building Supervisor	WMEA	G40C	29	\$ 4,601	\$ 4,831	\$ 5,073	\$ 5,327	\$ 5,593	\$ 5,873	\$ 6,167
Business License & Permit Technician	WMEA	G20C	15	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,770	\$ 3,958	\$ 4,156	\$ 4,364
Business License Inspector	WMEA	G29	21	\$ 3,777	\$ 3,966	\$ 4,164	\$ 4,372	\$ 4,591	\$ 4,821	\$ 5,062
Career Services Specialist	WMEA	G26B	19	\$ 3,595	\$ 3,775	\$ 3,964	\$ 4,162	\$ 4,370	\$ 4,588	\$ 4,817
Code Enforcement Officer	WMEA	G31	24	\$ 4,067	\$ 4,270	\$ 4,484	\$ 4,708	\$ 4,943	\$ 5,190	\$ 5,450
Combination Building Inspector	WMEA	G39	27	\$ 4,381	\$ 4,600	\$ 4,830	\$ 5,071	\$ 5,325	\$ 5,591	\$ 5,871
Community Development Specialist	WMEA	G28A	19	\$ 3,595	\$ 3,775	\$ 3,964	\$ 4,162	\$ 4,370	\$ 4,588	\$ 4,817
Community Services Representative	WMEA	G14B	14	\$ 3,177	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055	\$ 4,258
Computer Services Technician	WMEA	G21B	15	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,770	\$ 3,958	\$ 4,156	\$ 4,364
Cross Connection Inspector	WMEA	G30C	22	\$ 3,873	\$ 4,067	\$ 4,270	\$ 4,483	\$ 4,707	\$ 4,942	\$ 5,189
Customer Services Representative	WMEA	G14C	11	\$ 2,950	\$ 3,098	\$ 3,253	\$ 3,416	\$ 3,587	\$ 3,766	\$ 3,954
Deputy City Clerk	WMEA	G21C	15	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,770	\$ 3,958	\$ 4,156	\$ 4,364
Engineering Technician	WMEA	G35	24	\$ 4,067	\$ 4,270	\$ 4,484	\$ 4,708	\$ 4,943	\$ 5,190	\$ 5,450
Equipment Mechanic	WMEA	G30B	22	\$ 3,873	\$ 4,067	\$ 4,270	\$ 4,483	\$ 4,707	\$ 4,942	\$ 5,189
Equipment Operator	WMEA	G27C	20	\$ 3,686	\$ 3,870	\$ 4,063	\$ 4,266	\$ 4,479	\$ 4,703	\$ 4,938
Facilities Supervisor	WMEA	G36B	26	\$ 4,273	\$ 4,487	\$ 4,711	\$ 4,947	\$ 5,194	\$ 5,454	\$ 5,727
Gang/Drug Intervention & Prevention Specialist	WMEA	G26D	16	\$ 3,338	\$ 3,505	\$ 3,680	\$ 3,864	\$ 4,057	\$ 4,260	\$ 4,473
General Clerk	WMEA	G13	8	\$ 2,739	\$ 2,876	\$ 3,020	\$ 3,171	\$ 3,330	\$ 3,496	\$ 3,671
Leadworker	WMEA	G30	22	\$ 3,873	\$ 4,067	\$ 4,270	\$ 4,483	\$ 4,707	\$ 4,942	\$ 5,189
Maintenance Worker I	WMEA	G18B	14	\$ 3,177	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055	\$ 4,258
Maintenance Worker II	WMEA	G23	17	\$ 3,422	\$ 3,593	\$ 3,773	\$ 3,962	\$ 4,160	\$ 4,368	\$ 4,586
Maintenance Worker III	WMEA	G27A	20	\$ 3,686	\$ 3,870	\$ 4,063	\$ 4,266	\$ 4,479	\$ 4,703	\$ 4,938
Mechanic	WMEA	G27	20	\$ 3,686	\$ 3,870	\$ 4,063	\$ 4,266	\$ 4,479	\$ 4,703	\$ 4,938
Mechanic/Body Repair Worker	WMEA	G28B	22	\$ 3,873	\$ 4,067	\$ 4,270	\$ 4,483	\$ 4,707	\$ 4,942	\$ 5,189
NPDES Inspector	WMEA	G39C	27	\$ 4,381	\$ 4,600	\$ 4,830	\$ 5,071	\$ 5,325	\$ 5,591	\$ 5,871
Payroll Clerk	WMEA	G19B	14	\$ 3,177	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055	\$ 4,258
Personnel Secretary	WMEA	G20	15	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,770	\$ 3,958	\$ 4,156	\$ 4,364
Printing Services Technician	WMEA	G21	15	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,770	\$ 3,958	\$ 4,156	\$ 4,364
Public Information Clerk	WMEA	G14A	11	\$ 2,950	\$ 3,098	\$ 3,253	\$ 3,416	\$ 3,587	\$ 3,766	\$ 3,954

EXHIBIT "A"

CITY OF WESTMINSTER SALARY SCHEDULE FOR WMEA FULL-TIME CLASSIFICATIONS Approved by City Council on February 11, 2015

Classification	Unit	Grade	Range	Step A Monthly	Step B Monthly	Step C Monthly	Step D Monthly	Step E Monthly	Step F Monthly	Step G Monthly
Public Works Inspector	WMEA	G39A	27	\$ 4,381	\$ 4,600	\$ 4,830	\$ 5,071	\$ 5,325	\$ 5,591	\$ 5,871
Public Works Maint Supervisor	WMEA	G40A	29	\$ 4,601	\$ 4,831	\$ 5,073	\$ 5,327	\$ 5,593	\$ 5,873	\$ 6,167
Public Works Specialist	WMEA	G28D	21	\$ 3,777	\$ 3,966	\$ 4,164	\$ 4,372	\$ 4,591	\$ 4,821	\$ 5,062
Purchasing Technician	WMEA	G13A	21	\$ 3,777	\$ 3,966	\$ 4,164	\$ 4,372	\$ 4,591	\$ 4,821	\$ 5,062
Receptionist Clerk	WMEA	G14	11	\$ 2,950	\$ 3,098	\$ 3,253	\$ 3,416	\$ 3,587	\$ 3,766	\$ 3,954
Records Clerk	WMEA	G18C	14	\$ 3,177	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055	\$ 4,258
Recreation Coordinator	WMEA	G22A	16	\$ 3,338	\$ 3,505	\$ 3,680	\$ 3,864	\$ 4,057	\$ 4,260	\$ 4,473
Senior Account Clerk	WMEA	G21A	15	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,770	\$ 3,958	\$ 4,156	\$ 4,364
Senior Building Maintenance/Repair Technician II	WMEA	G35A	24	\$ 4,067	\$ 4,270	\$ 4,484	\$ 4,708	\$ 4,943	\$ 5,190	\$ 5,450
Senior Building Maintenance/Repair Worker	WMEA	G30A	22	\$ 3,873	\$ 4,067	\$ 4,270	\$ 4,483	\$ 4,707	\$ 4,942	\$ 5,189
Senior Code Enforcement Officer	WMEA	G39B	27	\$ 4,381	\$ 4,600	\$ 4,830	\$ 5,071	\$ 5,325	\$ 5,591	\$ 5,871
Senior Combination Building Inspector	WMEA	G40	29	\$ 4,601	\$ 4,831	\$ 5,073	\$ 5,327	\$ 5,593	\$ 5,873	\$ 6,167
Senior Programs Coordinator	WMEA	G16	12	\$ 3,024	\$ 3,175	\$ 3,334	\$ 3,501	\$ 3,676	\$ 3,860	\$ 4,053
Shop Foreman	WMEA	G36A	26	\$ 4,273	\$ 4,487	\$ 4,711	\$ 4,947	\$ 5,194	\$ 5,454	\$ 5,727
Stenographer Clerk	WMEA	G15	11	\$ 2,950	\$ 3,098	\$ 3,253	\$ 3,416	\$ 3,587	\$ 3,766	\$ 3,954
Sweeper Operator	WMEA	G25	18	\$ 3,508	\$ 3,683	\$ 3,867	\$ 4,060	\$ 4,263	\$ 4,476	\$ 4,700
Training Coordinator/Crew Leader	WMEA	G36D	26	\$ 4,273	\$ 4,487	\$ 4,711	\$ 4,947	\$ 5,194	\$ 5,454	\$ 5,727
Water Utility Foreman	WMEA	G30	22	\$ 3,873	\$ 4,067	\$ 4,270	\$ 4,483	\$ 4,707	\$ 4,942	\$ 5,189
Water Technician I	WMEA	G18B	14	\$ 3,176	\$ 3,335	\$ 3,502	\$ 3,677	\$ 3,861	\$ 4,054	\$ 4,257
Water Technician II	WMEA	G23	17	\$ 3,422	\$ 3,593	\$ 3,773	\$ 3,962	\$ 4,160	\$ 4,368	\$ 4,586
Water Technician III	WMEA	G27A	20	\$ 3,686	\$ 3,870	\$ 4,063	\$ 4,266	\$ 4,479	\$ 4,703	\$ 4,938

EXHIBIT "A"

CITY OF WESTMINSTER

SALARY SCHEDULE FOR WMEA FULL-TIME CLASSIFICATIONS

INCLUDES \$1.00 PER HOUR INCREASES FOR ALL POSITIONS

Salaries Effective July 1, 2018

Classification	Grade	Range	Step A Monthly	Step B Monthly	Step C Monthly	Step D Monthly	Step E Monthly	Step F Monthly	Step G Monthly
Account Clerk	G18	14	\$ 3,350	\$ 3,509	\$ 3,676	\$ 3,851	\$ 4,035	\$ 4,228	\$ 4,431
Accounting Technician	G26	19	\$ 3,768	\$ 3,948	\$ 4,137	\$ 4,335	\$ 4,543	\$ 4,761	\$ 4,990
Administrative Assistant I	G26C	14	\$ 3,350	\$ 3,509	\$ 3,676	\$ 3,851	\$ 4,035	\$ 4,228	\$ 4,431
Building Maintenance/Repair Supervisor	G36C	26	\$ 4,446	\$ 4,660	\$ 4,884	\$ 5,120	\$ 5,367	\$ 5,627	\$ 5,900
Building Maintenance/Repair Worker	G19	14	\$ 3,350	\$ 3,509	\$ 3,676	\$ 3,851	\$ 4,035	\$ 4,228	\$ 4,431
Building Supervisor	G40C	29	\$ 4,774	\$ 5,004	\$ 5,246	\$ 5,500	\$ 5,766	\$ 6,046	\$ 6,340
Business License & Permit Technician	G20C	15	\$ 3,429	\$ 3,592	\$ 3,763	\$ 3,943	\$ 4,131	\$ 4,329	\$ 4,537
Business License Inspector	G29	21	\$ 3,950	\$ 4,139	\$ 4,337	\$ 4,545	\$ 4,764	\$ 4,994	\$ 5,235
Career Services Specialist	G26B	19	\$ 3,768	\$ 3,948	\$ 4,137	\$ 4,335	\$ 4,543	\$ 4,761	\$ 4,990
Code Enforcement Officer	G31	24	\$ 4,240	\$ 4,443	\$ 4,657	\$ 4,881	\$ 5,116	\$ 5,363	\$ 5,623
Combination Building Inspector	G39	27	\$ 4,554	\$ 4,773	\$ 5,003	\$ 5,244	\$ 5,498	\$ 5,764	\$ 6,044
Community Development Specialist	G28A	19	\$ 3,768	\$ 3,948	\$ 4,137	\$ 4,335	\$ 4,543	\$ 4,761	\$ 4,990
Community Services Representative	G14B	14	\$ 3,350	\$ 3,509	\$ 3,676	\$ 3,851	\$ 4,035	\$ 4,228	\$ 4,431
Computer Services Technician	G21B	15	\$ 3,429	\$ 3,592	\$ 3,763	\$ 3,943	\$ 4,131	\$ 4,329	\$ 4,537
Cross Connection Inspector	G30C	22	\$ 4,046	\$ 4,240	\$ 4,443	\$ 4,656	\$ 4,880	\$ 5,115	\$ 5,362
Customer Services Representative	G14C	11	\$ 3,123	\$ 3,271	\$ 3,426	\$ 3,589	\$ 3,760	\$ 3,939	\$ 4,127
Deputy City Clerk	G21C	15	\$ 3,429	\$ 3,592	\$ 3,763	\$ 3,943	\$ 4,131	\$ 4,329	\$ 4,537
Engineering Technician	G35	24	\$ 4,240	\$ 4,443	\$ 4,657	\$ 4,881	\$ 5,116	\$ 5,363	\$ 5,623
Equipment Mechanic	G30B	22	\$ 4,046	\$ 4,240	\$ 4,443	\$ 4,656	\$ 4,880	\$ 5,115	\$ 5,362
Equipment Operator	G27C	20	\$ 3,859	\$ 4,043	\$ 4,236	\$ 4,439	\$ 4,652	\$ 4,876	\$ 5,111
Facilities Supervisor	G36B	26	\$ 4,446	\$ 4,660	\$ 4,884	\$ 5,120	\$ 5,367	\$ 5,627	\$ 5,900
Gang/Drug Intervention & Prevention Specialist	G26D	16	\$ 3,511	\$ 3,678	\$ 3,853	\$ 4,037	\$ 4,230	\$ 4,433	\$ 4,646
General Clerk	G13	8	\$ 2,912	\$ 3,049	\$ 3,193	\$ 3,344	\$ 3,503	\$ 3,669	\$ 3,844
Leadworker	G30	22	\$ 4,046	\$ 4,240	\$ 4,443	\$ 4,656	\$ 4,880	\$ 5,115	\$ 5,362
Maintenance Worker I	G18B	14	\$ 3,350	\$ 3,509	\$ 3,676	\$ 3,851	\$ 4,035	\$ 4,228	\$ 4,431
Maintenance Worker II	G23	17	\$ 3,595	\$ 3,766	\$ 3,946	\$ 4,135	\$ 4,333	\$ 4,541	\$ 4,759
Maintenance Worker III	G27A	20	\$ 3,859	\$ 4,043	\$ 4,236	\$ 4,439	\$ 4,652	\$ 4,876	\$ 5,111
Mechanic	G27	20	\$ 3,859	\$ 4,043	\$ 4,236	\$ 4,439	\$ 4,652	\$ 4,876	\$ 5,111
Mechanic/Body Repair Worker	G28B	22	\$ 4,046	\$ 4,240	\$ 4,443	\$ 4,656	\$ 4,880	\$ 5,115	\$ 5,362
NPDES Inspector	G39C	27	\$ 4,554	\$ 4,773	\$ 5,003	\$ 5,244	\$ 5,498	\$ 5,764	\$ 6,044
Payroll Clerk	G19B	14	\$ 3,350	\$ 3,509	\$ 3,676	\$ 3,851	\$ 4,035	\$ 4,228	\$ 4,431
Personnel Secretary	G20	15	\$ 3,429	\$ 3,592	\$ 3,763	\$ 3,943	\$ 4,131	\$ 4,329	\$ 4,537

			Step A	Step B	Step C	Step D	Step E	Step F	Step G
Classification	Grade	Range	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Printing Services Technician	G21	15	\$ 3,429	\$ 3,592	\$ 3,763	\$ 3,943	\$ 4,131	\$ 4,329	\$ 4,537
Public Information Clerk	G14A	11	\$ 3,123	\$ 3,271	\$ 3,426	\$ 3,589	\$ 3,760	\$ 3,939	\$ 4,127
Public Works Inspector	G39A	27	\$ 4,554	\$ 4,773	\$ 5,003	\$ 5,244	\$ 5,498	\$ 5,764	\$ 6,044
Public Works Maint Supervisor	G40A	29	\$ 4,774	\$ 5,004	\$ 5,246	\$ 5,500	\$ 5,766	\$ 6,046	\$ 6,340
Public Works Specialist	G28D	21	\$ 3,950	\$ 4,139	\$ 4,337	\$ 4,545	\$ 4,764	\$ 4,994	\$ 5,235
Purchasing Technician	G13A	21	\$ 3,950	\$ 4,139	\$ 4,337	\$ 4,545	\$ 4,764	\$ 4,994	\$ 5,235
Receptionist Clerk	G14	11	\$ 3,123	\$ 3,271	\$ 3,426	\$ 3,589	\$ 3,760	\$ 3,939	\$ 4,127
Records Clerk	G18C	14	\$ 3,350	\$ 3,509	\$ 3,676	\$ 3,851	\$ 4,035	\$ 4,228	\$ 4,431
Recreation Coordinator	G22A	16	\$ 3,511	\$ 3,678	\$ 3,853	\$ 4,037	\$ 4,230	\$ 4,433	\$ 4,646
Senior Account Clerk	G21A	15	\$ 3,429	\$ 3,592	\$ 3,763	\$ 3,943	\$ 4,131	\$ 4,329	\$ 4,537
Senior Building Maintenance/Repair Technician II	G35A	24	\$ 4,240	\$ 4,443	\$ 4,657	\$ 4,881	\$ 5,116	\$ 5,363	\$ 5,623
Senior Building Maintenance/Repair Worker	G30A	22	\$ 4,046	\$ 4,240	\$ 4,443	\$ 4,656	\$ 4,880	\$ 5,115	\$ 5,362
Senior Code Enforcement Officer	G39B	27	\$ 4,554	\$ 4,773	\$ 5,003	\$ 5,244	\$ 5,498	\$ 5,764	\$ 6,044
Senior Combination Building Inspector	G40	29	\$ 4,774	\$ 5,004	\$ 5,246	\$ 5,500	\$ 5,766	\$ 6,046	\$ 6,340
Senior Programs Coordinator	G16	12	\$ 3,197	\$ 3,348	\$ 3,507	\$ 3,674	\$ 3,849	\$ 4,033	\$ 4,226
Shop Foreman	G36A	26	\$ 4,446	\$ 4,660	\$ 4,884	\$ 5,120	\$ 5,367	\$ 5,627	\$ 5,900
Stenographer Clerk	G15	11	\$ 3,123	\$ 3,271	\$ 3,426	\$ 3,589	\$ 3,760	\$ 3,939	\$ 4,127
Sweeper Operator	G25	18	\$ 3,681	\$ 3,856	\$ 4,040	\$ 4,233	\$ 4,436	\$ 4,649	\$ 4,873
Training Coordinator/Crew Leader	G36D	26	\$ 4,446	\$ 4,660	\$ 4,884	\$ 5,120	\$ 5,367	\$ 5,627	\$ 5,900
Water Utility Foreman	G30	22	\$ 4,046	\$ 4,240	\$ 4,443	\$ 4,656	\$ 4,880	\$ 5,115	\$ 5,362
Water Technician I	G18B	14	\$ 3,349	\$ 3,508	\$ 3,675	\$ 3,850	\$ 4,034	\$ 4,227	\$ 4,430
Water Technician II	G23	17	\$ 3,595	\$ 3,766	\$ 3,946	\$ 4,135	\$ 4,333	\$ 4,541	\$ 4,759
Water Technician III	G27A	20	\$ 3,859	\$ 4,043	\$ 4,236	\$ 4,439	\$ 4,652	\$ 4,876	\$ 5,111

EXHIBIT "A"

**CITY OF WESTMINSTER
SALARY SCHEDULE FOR WMEA FULL-TIME CLASSIFICATIONS
INCLUDES \$1.00 PER HOUR INCREASES FOR ALL POSITIONS**

Salaries Effective July 1, 2019

Classification	Grade	Range	Step A Monthly	Step B Monthly	Step C Monthly	Step D Monthly	Step E Monthly	Step F Monthly	Step G Monthly
Account Clerk	G18	14	\$ 3,524	\$ 3,683	\$ 3,850	\$ 4,025	\$ 4,209	\$ 4,402	\$ 4,605
Accounting Technician	G26	19	\$ 3,942	\$ 4,122	\$ 4,311	\$ 4,509	\$ 4,717	\$ 4,935	\$ 5,164
Administrative Assistant I	G26C	14	\$ 3,524	\$ 3,683	\$ 3,850	\$ 4,025	\$ 4,209	\$ 4,402	\$ 4,605
Building Maintenance/Repair Supervisor	G36C	26	\$ 4,620	\$ 4,834	\$ 5,058	\$ 5,294	\$ 5,541	\$ 5,801	\$ 6,074
Building Maintenance/Repair Worker	G19	14	\$ 3,524	\$ 3,683	\$ 3,850	\$ 4,025	\$ 4,209	\$ 4,402	\$ 4,605
Building Supervisor	G40C	29	\$ 4,948	\$ 5,178	\$ 5,420	\$ 5,674	\$ 5,940	\$ 6,220	\$ 6,514
Business License & Permit Technician	G20C	15	\$ 3,603	\$ 3,766	\$ 3,937	\$ 4,117	\$ 4,305	\$ 4,503	\$ 4,711
Business License Inspector	G29	21	\$ 4,124	\$ 4,313	\$ 4,511	\$ 4,719	\$ 4,938	\$ 5,168	\$ 5,409
Career Services Specialist	G26B	19	\$ 3,942	\$ 4,122	\$ 4,311	\$ 4,509	\$ 4,717	\$ 4,935	\$ 5,164
Code Enforcement Officer	G31	24	\$ 4,414	\$ 4,617	\$ 4,831	\$ 5,055	\$ 5,290	\$ 5,537	\$ 5,797
Combination Building Inspector	G39	27	\$ 4,728	\$ 4,947	\$ 5,177	\$ 5,418	\$ 5,672	\$ 5,938	\$ 6,218
Community Development Specialist	G28A	19	\$ 3,942	\$ 4,122	\$ 4,311	\$ 4,509	\$ 4,717	\$ 4,935	\$ 5,164
Community Services Representative	G14B	14	\$ 3,524	\$ 3,683	\$ 3,850	\$ 4,025	\$ 4,209	\$ 4,402	\$ 4,605
Computer Services Technician	G21B	15	\$ 3,603	\$ 3,766	\$ 3,937	\$ 4,117	\$ 4,305	\$ 4,503	\$ 4,711
Cross Connection Inspector	G30C	22	\$ 4,220	\$ 4,414	\$ 4,617	\$ 4,830	\$ 5,054	\$ 5,289	\$ 5,536
Customer Services Representative	G14C	11	\$ 3,297	\$ 3,445	\$ 3,600	\$ 3,763	\$ 3,934	\$ 4,113	\$ 4,301
Deputy City Clerk	G21C	15	\$ 3,603	\$ 3,766	\$ 3,937	\$ 4,117	\$ 4,305	\$ 4,503	\$ 4,711
Engineering Technician	G35	24	\$ 4,414	\$ 4,617	\$ 4,831	\$ 5,055	\$ 5,290	\$ 5,537	\$ 5,797
Equipment Mechanic	G30B	22	\$ 4,220	\$ 4,414	\$ 4,617	\$ 4,830	\$ 5,054	\$ 5,289	\$ 5,536
Equipment Operator	G27C	20	\$ 4,033	\$ 4,217	\$ 4,410	\$ 4,613	\$ 4,826	\$ 5,050	\$ 5,285
Facilities Supervisor	G36B	26	\$ 4,620	\$ 4,834	\$ 5,058	\$ 5,294	\$ 5,541	\$ 5,801	\$ 6,074
Gang/Drug Intervention & Prevention Specialist	G26D	16	\$ 3,685	\$ 3,852	\$ 4,027	\$ 4,211	\$ 4,404	\$ 4,607	\$ 4,820
General Clerk	G13	8	\$ 3,086	\$ 3,223	\$ 3,367	\$ 3,518	\$ 3,677	\$ 3,843	\$ 4,018
Leadworker	G30	22	\$ 4,220	\$ 4,414	\$ 4,617	\$ 4,830	\$ 5,054	\$ 5,289	\$ 5,536
Maintenance Worker I	G18B	14	\$ 3,524	\$ 3,683	\$ 3,850	\$ 4,025	\$ 4,209	\$ 4,402	\$ 4,605
Maintenance Worker II	G23	17	\$ 3,769	\$ 3,940	\$ 4,120	\$ 4,309	\$ 4,507	\$ 4,715	\$ 4,933
Maintenance Worker III	G27A	20	\$ 4,033	\$ 4,217	\$ 4,410	\$ 4,613	\$ 4,826	\$ 5,050	\$ 5,285
Mechanic	G27	20	\$ 4,033	\$ 4,217	\$ 4,410	\$ 4,613	\$ 4,826	\$ 5,050	\$ 5,285
Mechanic/Body Repair Worker	G28B	22	\$ 4,220	\$ 4,414	\$ 4,617	\$ 4,830	\$ 5,054	\$ 5,289	\$ 5,536
NPDES Inspector	G39C	27	\$ 4,728	\$ 4,947	\$ 5,177	\$ 5,418	\$ 5,672	\$ 5,938	\$ 6,218
Payroll Clerk	G19B	14	\$ 3,524	\$ 3,683	\$ 3,850	\$ 4,025	\$ 4,209	\$ 4,402	\$ 4,605
Personnel Secretary	G20	15	\$ 3,603	\$ 3,766	\$ 3,937	\$ 4,117	\$ 4,305	\$ 4,503	\$ 4,711

			Step A	Step B	Step C	Step D	Step E	Step F	Step G
Classification	Grade	Range	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Printing Services Technician	G21	15	\$ 3,603	\$ 3,766	\$ 3,937	\$ 4,117	\$ 4,305	\$ 4,503	\$ 4,711
Public Information Clerk	G14A	11	\$ 3,297	\$ 3,445	\$ 3,600	\$ 3,763	\$ 3,934	\$ 4,113	\$ 4,301
Public Works Inspector	G39A	27	\$ 4,728	\$ 4,947	\$ 5,177	\$ 5,418	\$ 5,672	\$ 5,938	\$ 6,218
Public Works Maint Supervisor	G40A	29	\$ 4,948	\$ 5,178	\$ 5,420	\$ 5,674	\$ 5,940	\$ 6,220	\$ 6,514
Public Works Specialist	G28D	21	\$ 4,124	\$ 4,313	\$ 4,511	\$ 4,719	\$ 4,938	\$ 5,168	\$ 5,409
Purchasing Technician	G13A	21	\$ 4,124	\$ 4,313	\$ 4,511	\$ 4,719	\$ 4,938	\$ 5,168	\$ 5,409
Receptionist Clerk	G14	11	\$ 3,297	\$ 3,445	\$ 3,600	\$ 3,763	\$ 3,934	\$ 4,113	\$ 4,301
Records Clerk	G18C	14	\$ 3,524	\$ 3,683	\$ 3,850	\$ 4,025	\$ 4,209	\$ 4,402	\$ 4,605
Recreation Coordinator	G22A	16	\$ 3,685	\$ 3,852	\$ 4,027	\$ 4,211	\$ 4,404	\$ 4,607	\$ 4,820
Senior Account Clerk	G21A	15	\$ 3,603	\$ 3,766	\$ 3,937	\$ 4,117	\$ 4,305	\$ 4,503	\$ 4,711
Senior Building Maintenance/Repair Technician II	G35A	24	\$ 4,414	\$ 4,617	\$ 4,831	\$ 5,055	\$ 5,290	\$ 5,537	\$ 5,797
Senior Building Maintenance/Repair Worker	G30A	22	\$ 4,220	\$ 4,414	\$ 4,617	\$ 4,830	\$ 5,054	\$ 5,289	\$ 5,536
Senior Code Enforcement Officer	G39B	27	\$ 4,728	\$ 4,947	\$ 5,177	\$ 5,418	\$ 5,672	\$ 5,938	\$ 6,218
Senior Combination Building Inspector	G40	29	\$ 4,948	\$ 5,178	\$ 5,420	\$ 5,674	\$ 5,940	\$ 6,220	\$ 6,514
Senior Programs Coordinator	G16	12	\$ 3,371	\$ 3,522	\$ 3,681	\$ 3,848	\$ 4,023	\$ 4,207	\$ 4,400
Shop Foreman	G36A	26	\$ 4,620	\$ 4,834	\$ 5,058	\$ 5,294	\$ 5,541	\$ 5,801	\$ 6,074
Stenographer Clerk	G15	11	\$ 3,297	\$ 3,445	\$ 3,600	\$ 3,763	\$ 3,934	\$ 4,113	\$ 4,301
Sweeper Operator	G25	18	\$ 3,855	\$ 4,030	\$ 4,214	\$ 4,407	\$ 4,610	\$ 4,823	\$ 5,047
Training Coordinator/Crew Leader	G36D	26	\$ 4,620	\$ 4,834	\$ 5,058	\$ 5,294	\$ 5,541	\$ 5,801	\$ 6,074
Water Utility Foreman	G30	22	\$ 4,220	\$ 4,414	\$ 4,617	\$ 4,830	\$ 5,054	\$ 5,289	\$ 5,536
Water Technician I	G18B	14	\$ 3,523	\$ 3,682	\$ 3,849	\$ 4,024	\$ 4,208	\$ 4,401	\$ 4,604
Water Technician II	G23	17	\$ 3,769	\$ 3,940	\$ 4,120	\$ 4,309	\$ 4,507	\$ 4,715	\$ 4,933
Water Technician III	G27A	20	\$ 4,033	\$ 4,217	\$ 4,410	\$ 4,613	\$ 4,826	\$ 5,050	\$ 5,285